MARC BIRNBAUM, ESQUIRE
ISSUING AGENT - ATTORNEY OR FIRM OF ATTORNEYS

# FUND COMMITMENT FORM

# **SCHEDULE A**

Commitment No.: CF-		Effective Date:	September 2, 2003 at 8:00ap.m.	Agent's File Reference: EG&G 118 Acres		
The cov	verages provided by the posed insured(s) identifi	Closing Protectioned below.	n Letter printed on the i	nside cover of this commitment are extended to		
1.	Policy or Policies to be	issued: Pro	pposed Amount of Insurar	nce		
	OWNER'S:	\$	(to be determined)			
	Proposed Insured:					
	MORTGAGEE:	\$				
	Proposed Insured:			-		
2.	The estate or interest in the land described or referred to in this commitment is a fee simple (if other, specify name) and title thereto is at the effective date hereof vested in:					
	United States of America	a				
			,			
3.	The land referred to in this commitment is described as follows:					
	See Exhibit "A" attached hereto					
				•		

1031 Ives Dairy Road, Suite 228, Miami, Florida 33179 Tel: (305) 914-5690

AGENT'S SIGNATURE

 $\frac{16123}{\text{AGENT NO.}}$ 

# EXHIBIT "A"

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The parcel contains 118,44 acres, more or lans, and is the Northnest K of the Northwest K and the Northwest K of the Northeest K and the Northwest K of the Northeest K and the Northwest K of the Northeest K and the

# 30 loot wide roadway engoment for harray and egrass,

this the Point of Anghinting, thance Bouth to degrees 59 minutes 4.3 seconds East 4 distance of 30,00 feet to a pomerate then then then to North concrete monument on the Westerly fight of way of State Road No. 234, thence Northwesterly along unid fight of way stong a quive boing concaye towards the lost having a dolta angle of DI degrees 50 minutes 21 seconds, a radius of 1,096.38 feet, an are distance along said right of way. Northwest 1st of the Northesty 1st and Bactlon, thence South 89 degrees 00 minutes 18 seconds West along the Boutherly line of southerly line of southerly line of the Northwest 1st of the Northwest 1st of the New Land the Southerly line of the Northwest 1st of the New Land the Southerly line of the neomine Harly a distupling of 75.35 foot to a congrate modulment on the Bouth line of the Northwest Washess Washess Washington and extl Monthpart, firstne North 89 degrees 40 minutes 29 seconds West a distance 980,39 feet to a concrete monument on the Southerly line of the As degrees no mignites 18 andonide East a distance of 1,571.23 foot to a concrete menument, Bietice South 89 degrees 40 minutes 29 arounds Commence at an extening from pipe marking the Northagal Comer of Scotion 4, Township 3-North, Range 7 Wast, Incknon County, Florida, thence Bouth 28 degraes 57 minutes 02 sesonds West stong the Northerly line of sold Bration a distance of 2,635,65 fact to a point, thence and the manner of the second of sold bration of the second South 01 degrees 29 minutes 37 asconds East a diplomed of 1,306,74 feet to a concrete them the transce North 89 degrees 00 minutes 18 East a distance of 980,39 there is a continuous to the continuous of menoment, with a distance of 963,77 feet to a comment. way of 25.19 foot to a poporate modulment there a gouth ag degroes of minutes 33 seconds Wests a distance of 971.23 feet to a constant minutes 33 seconds Wests of distance from the second minutes 33 seconds Wests of distance from the second seconds with modulment or the second seconds. Northwest 12 of the Northeset 14 of raid Sections a distance of 1,238.01 Feet to the Point of Businains.

This rosdyngy assement contains 2,42 notes, more or leas, and is located purchally in the Bouth 1/5 of the Northeast 1/4 of Section 4, Township 3 North, Rruge 7 West and partfully in the Northwood 1/2 of the Morthwest 1/2 of Boston 3, Township 2 North, Range 7 West, Incketon County,

# FUND COMMITMENT FORM

# SCHEDULE B

### Commitment No.:

- Į, The following are the requirements to be complied with:
  - 1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
  - 2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
    - į, Special Warranty Deed from United States of America (Internal Revenue Service) in favor of the proposed insured(s).
    - Indemnification Agreement from United States of America (Internal Revenue Service) in ii. favor of the proposed insured(s).

Rol red at closing

iii. Recording of a certified copy of the Plea Agreement with Lorenzo Vega.

Satisfaction of mortgage from Nelaz Ranch Corporation in favor of Farm Credit of Northwest Florida, recorded in Official Records Book 634, Page 85 securing the original principal sum of \$56,300.00 together with Cross Collateralization Agreement recorded in Official Records Book 680, Page 147.

Satisfaction of the following Claims set forth in the Final Order of Forfeiture: 4.

> Sanagree Oil Company i. Chattahoochee Auto Parts

ij.

Michael J. Saye iji.

Hardtimes Farms įv,

Mike Cox ٧.

vi.

Southern Semen Services, Inc. L. West Florida Electric Cooperative Association, Inc. vii.

Payment of or Proof of Redemption of Tax Sale Certificates for Folio No.: 04-3N-07-0000-0010-0010 for the years (1999 - No. 2000-4); (2000 - No. 2001-9); (2001 - No. 2002-3) and (2002 - No. 2003-4).

6. Affidavit(s) to be executed by The Internal Revenue Service an instrumentality of the UNITED STATES OF AMERICA stating:

- i. There are no matters pending against the affiant(s) that could give rise to a lien that would attach to the property between September 2, 2003 and the recording of the interest to be insured and that the affiant(s) have not and will not execute any instruments that would adversely affect the interest to be insured.
- ij. No person other than owner is in possession.
- iii. That more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full.
- 7. Closing funds are to be disbursed by or at the direction of the agent of The Fund, Marc Birnbaum, Esquire.
- 8. A search commencing September 2, 2003 will be performed prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
- 9. A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

# Commitment No.:

- 10. Attorneys' Title Insurance Fund, Inc., has no liability under this Commitment until an endorsement is issued stating the amount of the proposed policy.
- Attorneys' Title Insurance Fund, Inc. has no liability until an Endorsement is issued stating the proposed insured(s). Once Attorneys' Title Insurance Fund has been provided proper names, The Fund reserves the right to make additional requirements and/or exceptions.

# \*\*\*\*\*\*\*\*\*END OF SCHEDULE B-I\*\*\*\*\*\*\*

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:
  - Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the
    public records or attaching subsequent to the effective date hereof but prior to the date the proposed
    Insured acquires for value of record the estate or interest or mortgage thereon covered by this
    commitment.
  - Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).
  - Federal Liens, if any, filed with the Office of the Secretary of State, pursuant to Sec. 713.901, et seq., F.S., which became effective January 1, 1993, and which designated that Office as the place for filing federal liens against tangible and intangible personal property of partnerships, corporations, trusts and decedent's estates. For insuring purposes, personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options.
  - 4. Any adverse ownership claim by the State of Florida and/or the United States of America by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
  - 5. Subject to taxes for the year of the effective date of this Commitment and taxes or special Assessments which are not shown as existing liens by the public records.
  - 6. Riparian and littoral rights are not insured.
  - 7. Subject to any lien provided by County Ordinance or Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for any water system, sewer system and/or gas system servicing the lands described herein; and any lien for waste fees in favor of any county or municipality.
  - 8. Right of Way Deeds recorded in Official Records Book 449, Page 583 and Deed Book 533, Page 521.
  - 9. Drainage Easement recorded in Deed Book 533, Page 517.
  - Easement in favor of Gulf Power Company contained in instrument recorded in Deed Book 496, Page 289.

NOTE: A survey meeting The Fund's requirements must be furnished. If such survey reveals any encroachments, overlaps, boundary line disputes or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment or, in the alternative, an existing survey is provided and a survey affidavit satisfactory to The Fund is provided.

NOTE: All of the above references to recording are in the Public Records of Jackson County, Florida.

# FUND COMMITMENT FORM

# **SCHEDULE A**

Commitment No.: CF-		Effective Date:	September 2, 2003 at 8:00ap.m.	Agent's File Reference: EG&G 794 Acres	
The cov	erages provided by the C posed insured(s) identific	Closing Protection ed below.	n Letter printed on the in	nside cover of this commitment are extended to	
1.	Policy or Policies to be i	ssued: Pro	posed Amount of Insurar	nce	
	OWNER'S:	\$	(to be determined)		
	Proposed Insured:				
	MORTGAGEE:	\$			
	Proposed Insured:				
2.	The estate or interest in the land described or referred to in this commitment is a fee simple (if other, specify name) and title thereto is at the effective date hereof vested in:				
	United States of America	1		•	
3.	The land referred to in the	nis commitment is	described as follows:		
•	See Exhibit "A" attached	l hereto			

MARC BIRNBAUM, ESQUIRE
ISSUING AGENT - ATTORNEY OR FIRM OF ATTORNEYS

AGENT'S SIGNATURE

# FUND COMMITMENT FORM

# SCHEDULE B

# Commitment No.:

- I. The following are the requirements to be complied with:
  - l. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
  - 2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
    - Special Warranty Deed from United States of America (Internal Revenue Service) in favor i. of the proposed insured(s).
    - ii. Indemnification Agreement from United States of America (Internal Revenue Service) in favor of the proposed insured(s).

t nd at closing

iii. Recording of a certified copy of the Plea Agreement with Lorenzo Vega.

Satisfaction of mortgage from Nelaz Ranch Corporation in favor of Farm Credit of Northwest Florida, recorded in Official Records Book 523, Page 534 securing the original principal sum of \$470,000.00 together with Cross Collateralization Agreement recorded in Official Records Book 680, Page 147.

Satisfaction of the following Claims set forth in the Final Order of Forfeiture: 4.

Sanagree Oil Company 🗸

Chattahoochee Auto Parts ii,

Michael J. Saye üi.

Hardtimes Farms iv.

Mike Cox V.

Southern Semen Services, Inc. vi.

West Florida Electric Cooperative Association, Inc. vii.

- Payment of or Proof of Redemption of Tax Sale Certificates for Folio No.: R 09-3N-07-0000-0010-0000 for the year 2002 (No. 2003-6; 2003-2; 2003-3 and 2003-5).
- Affidavit(s) to be executed by The Internal Revenue Service an instrumentality of the UNITED 6. STATES OF AMERICA stating:
  - i. There are no matters pending against the affiant(s) that could give rise to a lien that would attach to the property between September 2, 2003 and the recording of the interest to be insured and that the affiant(s) have not and will not execute any instruments that would adversely affect the interest to be insured.
  - No person other than owner is in possession. ii.
  - That more than 90 days has elapsed since the completion of all improvements for which îii. payment has not been made in full.
- 7. Closing funds are to be disbursed by or at the direction of the agent of The Fund, Marc Birnbaum, Esquire.
- 8. A search commencing September 2, 2003 will be performed prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing,
- 9. A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

# Commitment No.:

- 10. Attorneys' Title Insurance Fund, Inc., has no liability under this Commitment until an endorsement is issued stating the amount of the proposed policy.
- 11. Attorneys' Title Insurance Fund, Inc. has no liability until an Endorsement is issued stating the proposed insured(s). Once Attorneys' Title Insurance Fund has been provided proper names, The Fund reserves the right to make additional requirements and/or exceptions.

# \*\*\*\*\*\*\*\*END OF SCHEDULE B-I\*\*\*\*\*\*\*

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund;
  - 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
  - Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).
  - Federal Liens, if any, filed with the Office of the Secretary of State, pursuant to Sec. 713.901, et seq., F.S., which became effective January 1, 1993, and which designated that Office as the place for filing federal liens against tangible and intangible personal property of partnerships, corporations, trusts and decedent's estates. For insuring purposes, personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options.
  - 4. Any adverse ownership claim by the State of Florida and/or the United States of America by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
  - 5. Subject to taxes for the year of the effective date of this Commitment and taxes or special Assessments which are not shown as existing liens by the public records.
  - 6. Riparian and littoral rights are not insured.
  - Subject to any lien provided by County Ordinance or Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for any water system, sewer system and/or gas system servicing the lands described herein; and any lien for waste fees in favor of any county or municipality.
  - 8. Right of Way Deeds recorded in Official Records Book 449, Page 583 and Deed Book 533, Page 521.
  - 9. Drainage Easement recorded in Deed Book 533, Page 517.
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NOTE: A survey meeting The Fund's requirements must be furnished. If such survey reveals any encroachments, overlaps, boundary line disputes or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment or, in the alternative, an existing survey is provided and a survey affidavit satisfactory to The Fund is provided.

NOTE: All of the above references to recording are in the Public Records of Jackson County, Florida.

# EXHIBIT "A"

SWk of NWk, and NWk of SWk of Section 3; All of Bection 4; SEt of NEw of Section 5; and NEk of Section 9, Less 6 acres described as follows: Commencing at the NE Corner of Section 9 section 9, Township 3 North, Range 7 West, where Half Section line of direction 9 crosses the section line between Sections 4 and 9; thence in a Southeasterly direction from Sneads, thence down center of said road running in a Southerly strikes helf section line running North and South through Section 9, Township 3 North, Range 7 West, thence North 337 yards on said half section line to Point of Beginning, all in Township 3 North, Range 7 West. LESS AND EXCEPT THE FOLLOWING

Commence at an existing iron pipe marking the Northeast Corner of Section 4, Township 3 North, Range 7 West, Jackson County, Florids, and call this the Point of Beginning, themce South 01 degrees 05 minutes 33 seconds Rash along the East line of said Section a distance of 1,309.19 feet to a concrete monument marking the SE Corner of the NEW of the NEW of said Section, thence South 89 degrees 00 minutes 18 seconds West a distance of 1,313.26 feet to a concrete monument, thence continue South 89 degrace QO minutes 18 seconds West a distance of 1,313.26 feet to a concrete monument, thence continue South 89 degrees 00 minutes 18 seconds West a distance of 1,313,26 feet to a concrete monument marking the SW Corner of the NEW of the NWW of said Section, thence North 01 degrees 41 minutes 41 seconds West a distance of 1,305.54 feet to a concrete monument marking the NW Corner of said forty, thence North 88 degrees 57 minutes 02 seconds East along the Northerly line of said Section a distance of 1,317,82 fest to a point, thence continue North 88 degrees 57 minutes 02 esconds East a distance of 1,317,82 feet to a concrete-monument, thence continue North 88 degrees 57 minutes 02 second's Rast slong the Northerly line of said Section a distance of 1,317,83 feet to the Point of Reginning,

This percel contains 118.44 acres, more or lass, and is the MEt of the NWt and the NWt of the NWt and the NWT and

Said property being subject to the following described 30 foot wide roadway easement for ingress and egress:

Commence at an existing iron pipe marking the NE Corner of Section 4, Township 3 North, Range 7 West, Jackson County, Florida, thence South 88 dagrees 57 minutes 02 seconds West along the Northerly line of said Section a distance of 2,635.65 feet to a point, thence South Ol degrees 29 minutes 37 seconds Bast a distance of 1,306.74 feet to a concrate monument, thense North, 89 degrees 00 minutes 18 seconds East a distance of 75.22 feet to a concrete monument on the South line of the NWs of the NE's of said Section and call this the Point of Beginning, thence South 00 dagrees 59 minutes 42 seconds East a distance of 30.00 feet to a concrete monument, thence North 89 degrees 90 minutes 18 seconds East a distance of 1,571.23 feet to a concrete monument, thence South 89 degrees 40 minutes 29 seconds East a distance of 980.39 Feet to a concrete monument, thence North 89 degrees 01 minutes 55 seconds East a distance of 952.77 feet to a dongrete monument on the Westerly right of way of State Road No. 256, thence Northwesterly along said right of way glong a curve being concave towards the left having a delta angle of 01 degrees 50 minutes 21 seconds; a radius of 1,096.28 fact; an arc distance along said right of way of 35.19 feet to a concrete monument, thence South 89 degrees 01 minutes 55 seconds West a distance of 971.23 fact to, a congrate monument, thence North 89 degrees 40 minutes 29 seconds West a distance of 980,39 feet to a concrete monument on the Southerly line of the NEW of the NEW of said Section, theore South 89 degrees 00 minutes 18 seconds Wast along the Southerly line of said Forty a distance of 333.16 feet to a concrete monument, theuca continue South 89 degrees 00 minutes 18 seconds West along the Southerly line of the ME of the NE of said Section a distance of 1,238.01 feet to the Point of Baginning. This roadway easement contains 2.42 acres, more or less, and is located partially in the 54 of the NEt of Section 4, Township 3 North, Rauge 7 West and partially in the NW of the NW of Section 3, Township 3 North, Range 7 West. Jackson County, Floride,

Said lands containing 794 acres, more or less, in Jackson County, Florids.